

OFFICIAL TRANSCRIPT OF THE  
MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION  
PRE-BID CONFERENCE  
FOR  
METRO STATIONS PARKING LOTS SNOW AND ICE REMOVAL  
CONTRACT NO. T-8000-0452

June 30, 2014

10:00 A.M.

Maryland Transit Administration  
6 Saint Paul Street, 7<sup>th</sup> Floor Conference Room  
Baltimore, Maryland 21202

Agency:

Nannette C. Gibson, Chief of Operations, Procurement  
Paula Cullings, Director, Office of Fair Practices  
Eric Bowser, Project Manager, Superintendent, Facilities  
Maintenance  
Keith Jenkins, Manager, Metro Operations

Participants:

James E. Ford, Jr., A-Fordable Tree Service, LLC  
Gary Gearhardt, A-Fordable Tree Service, LLC

Court Reporter:  
Lisa P. Campbell  
One Stop Legal  
5623 Monroe Street  
Hyattsville, MD 20784  
(301) 379-6607

1 MS. GIBSON: Good morning. My name is Nannette  
2 Gibson. I am Chief of Operations for the Maryland Transit  
3 Administration. I am the Procurement Officer for this  
4 solicitation. I would like to welcome you to the Pre-Bid  
5 Conference entitled, "Metro Station Parking Lot Snow and Ice  
6 Removal," Contract Number T-8000-0452.

7 I see everyone has signed the sign-in sheet, and I  
8 thank you for that.

9 This meeting is being recorded and I ask that you  
10 please state your name and your firm clearly. I would like for  
11 the MTA staff to introduce themselves and then the vendors.

12 MR. JENKINS: My name is Keith Jenkins. I'm a manager  
13 at Metro Operations.

14 MR. BOWSER: My name is Eric Bowser, Superintendent,  
15 Facilities Maintenance and I'm also the Project Manager.

16 MS. CULLINGS: I'm Paula Cullings. I'm the Director  
17 of the Office of Fair Practices for the MTA.

18 MR. FORD: Eddie Ford, owner of A-Fordable Tree  
19 Service.

20 MR. GERHARDT: Gary Gearhardt, worker for A-Fordable  
21 Tree.

22 MS. GIBSON: Okay. Welcome. Everyone has received a  
23 copy of the Invitation for Bid. I would like to go over some  
24 key items and then I'll turn it over to the Project Manager to  
25 reference the Scope of Work.

1           Notice to Vendor/Contractor. We call this a notice --  
2 we call this No Bid Notice. It's located right after the Table  
3 of Contents. This is a very important document. If you decide  
4 not to bid, I would like to know the reason for not bidding. I  
5 ask that you please complete this form and send it back to me if  
6 you decide not to bid.

7           The purpose of the Invitation for Bid is to award a  
8 contractor -- award a contract to a qualified contractor to  
9 perform all necessary labor, equipment and supervision, as  
10 required in the removing of snow and ice from the Metro Stations  
11 Parking Lot.

12           The contractor shall provide the MTA with equipment to  
13 clear the roads, roadways, parking areas, vehicle entrance,  
14 walkways, sidewalks during and after a snowstorm. The  
15 contractor shall provide these services on an as-needed basis.

16           The State reserves the right to make an award by item,  
17 group of items or total bid if it's in the best interest of the  
18 MTA and the State.

19           I am responsible for this solicitation. I am your  
20 sole point of contact for all matters related to this  
21 solicitation. If you have any questions or concerns, please  
22 direct them to me. All questions must be in writing.

23           Administrative Information. This is in your  
24 solicitation, Section 1, Item C1. This is how you can get in  
25 touch with me. This is all my information to get in contact

1 with me.

2 Inquiries. All inquiries must be directed to me by  
3 the due date, which is Tuesday, July 8th, by 4:00 p.m.

4 Bid Submission. Bids must be received no later than  
5 2:00 p.m. on Tuesday, July 15th, 2014. Bids shall be completed  
6 and submitted as required on the bid form. That's in Section 4  
7 of the IFB. The MTA only accepts hard copies.

8 Are there any questions?

9 MR. FORD: Meaning this copy?

10 MS. GIBSON: Hard copies is the copy that you have in  
11 your solicitation, and you have to write it out.

12 MR. FORD: Right.

13 MS. GIBSON: Okay?

14 Contract Duration. The terms of the contract is for  
15 five (5) years from the -- from the date stated in the Notice to  
16 Proceed.

17 If it becomes necessary to revise the IFB before the  
18 due date for bid, an addendum to the IFB will be posted on the  
19 MTA's website. Bidders shall acknowledge the receipt of all  
20 addendas in a transmittal letter of the bid. The transmittal  
21 letter is located in Section 4, Page 3 of your bid form.

22 And there will be addendum coming out. The addendum  
23 will be on the MBE forms. And the language in the MBE section  
24 is incorrect. So, addendum will be issued to correct those  
25 forms and the language.

1           The State reserves the right to cancel the IFB in  
2 accordance to COMAR Regulations, 21.06.02.02.

3           Terms and Conditions. By submitting a bid in response  
4 to this IFB, a bidder shall be deemed to have accepted all terms  
5 and conditions set forth in the IFB and in Attachment 9, which  
6 is our General Conditions for the maintenance contract.

7           Incorporated by Reference. This IFB will be  
8 incorporated by reference as a part of the solicitation.

9           Invoice Submission Requirements. The contractor shall  
10 submit on a monthly basis an invoice for service performed,  
11 completed and accepted by the MTA. Payments to the contractor  
12 shall be made no later than thirty (30) days after the MTA's  
13 receipt of approved invoice.

14           Minority Business Enterprise (MBE) participation goal  
15 is twenty-five percent (25%) with no MBE goal -- sub-goals. I'm  
16 sorry -- no MBE sub-goals. And, again, there will be an  
17 addendum for the MBE forms and the language.

18           Now, I'd like to turn the meeting over to the Office  
19 of Fair Practice to go over the requirements of your MBE forms.

20           MS. CULLINGS: Can I use yours for a minute?

21           MS. GIBSON: Sure.

22           MS. CULLINGS: I'm still --- good morning.

23           MR. FORD: Good morning.

24           MS. CULLINGS: What's the name of your company?

25           MR. FORD: A-Fordable Tree.

1 MS. CULLINGS: A-Fordable Tree? Okay. It's not on  
2 here. A-Fordable Tree.

3 As stated, you're going to get new MBE forms, and  
4 they're going to start to look like this [indicating]. So, when  
5 I talk through it -- but I can't, though, wish I could open this  
6 up.

7 Form "A", if you will, since you're the only bidder  
8 here, follow me on this form because this is helpful, although  
9 you'll get that as an addendum.

10 MR. FORD: Okay.

11 MS. CULLINGS: Form "A" allows you to identify the  
12 fact that you will meet the goals of twenty-five percent (25%).  
13 So you will either check the top box, and there's a Page 2 to  
14 sign, or you'll check the bottom box where you'll be asking for  
15 some type of waiver. So if you go to the next page, you'll see  
16 that it's a signature page, and that's required. Failure to do  
17 that could really throw you out, so I just wanted to make sure  
18 you see the forms you're going to be getting and what's  
19 important.

20 If you move on to the next page, you'll be going to  
21 Form "B". Now, all of the instructions are written out very  
22 well, so you can skip over to the next page where you will begin  
23 to identify the MBE that you plan to use. Now that's a  
24 worksheet. So you can hold onto that for yourself --

25 MR. FORD: Okay.

1 MS. CULLINGS: -- and work through it because I'm  
2 going to explain something.

3 So go to the next page. Now you get to identify the  
4 MBE firm that you're going to use, as many as you need, per  
5 page, their certification number and what percentage of the  
6 business you plan to give that particular firm.

7 You'll notice at the bottom to the right, is a  
8 mathematical factor. They have sixty percent (60%). And that's  
9 because if you were to buy goods from a company, a commodity,  
10 let's just say salt, whatever -- it could be shovels, what have  
11 you -- you can only take sixty percent (60%) of what you spend  
12 towards your goal. So the math is there for you so that you're  
13 very calculatungly correct on meeting the goal or knowing what  
14 your, you know, numbers will be.

15 If you're utilizing a firm that's going to do a  
16 complete service with all of their own equipment, wherever it  
17 comes from, then you get a hundred percent (100%). But if you  
18 were just having someone drop something off at your shop that  
19 you would use to do this contract, then you're buying from a  
20 supplier or a distributor, and that's what that means.

21 You can use as many of those pages, copies if you  
22 need, for as many firms that you plan to utilize to meet -- meet  
23 the twenty-five percent (25%).

24 So you can travel to the next page and I'll -- so I  
25 gave you a couple of sheets, so go to the next one. Okay. And

1 I believe that also has a signature.

2 MR. FORD: Yes, ma'am.

3 MS. CULLINGS: Okay. You can move on to the next one,  
4 should be Form "C".

5 MR. FORD: Yes, ma'am.

6 MS. CULLINGS: Form "C" just simply tells us how did  
7 you go about soliciting for your MBE participation. If you care  
8 to say "I went in the directory and that's where I found them,"  
9 or "I hosted a barbecue so we can get ready for the winter,"  
10 whatever, you put that in.

11 MR. FORD: Okay.

12 MS. CULLINGS: Form "D" -- and that's done. Form "D"  
13 is per company. You will complete it at the top. You will name  
14 the same MBE that's on Form "B" and now you will flush it out as  
15 to what specifically will they do.

16 This contract has multiple locations and stations.  
17 You may designate a certain area in which you want them to do a  
18 certain task. You would write that out, of course, because  
19 you're calling upon them because they're certified to do snow  
20 removal. You would sign it in the left-hand box, and then you  
21 will fax it, if you care, to that sub so that they sign it, and  
22 I will accept it as a faxed document.

23 MR. FORD: Okay.

24 MS. CULLINGS: Okay? And so that concludes your "A",  
25 "B", "C" and "D"; however, at the time of bid, you're only



1 required to send "A" and "B". That is your commitment and who  
2 the players are.

3 At the point when the Procurement Officer notifies you  
4 as an intent to award firm, she will then ask you, please send  
5 us "C" and "D".

6 MR. FORD: Okay.

7 MS. CULLINGS: So I'm just letting you know you have  
8 few minutes to wrap up "D" --

9 MR. JENKINS: [Coughs]. Excuse me.

10 MS. CULLINGS: -- before the conclusion of the  
11 package.

12 As you move along, you will find a Form "E". Form "E"  
13 is what you will be required to do if you were asking for a  
14 waiver.

15 Now, try to recall that this contract is for five (5)  
16 years.

17 MR. FORD: Yes, ma'am.

18 MS. CULLINGS: So the twenty-five percent (25%) is not  
19 per year, it's twenty-five percent (25%) over the life of the  
20 contract. So waivers are for the fact that people said "No,  
21 thank you, I'm not interested," or they're not available to you  
22 and those kinds of factors. But up front, you may feel that you  
23 can, so you've named them, they have agreed and so on. But Form  
24 "E" is that if you don't feel that this is going to make twenty-  
25 five percent (25%), maybe you're asking for a waiver for the

1 difference, whatever the case might be.

2 MR. FORD: The twenty-five percent (25%) for the  
3 minority contractor, correct?

4 MS. CULLINGS: Yes.

5 MR. FORD: Okay. If they -- if they have a trucking  
6 company and truck you the salt, is that considered a part of it?

7 MS. CULLINGS: A service -- that's a --

8 MR. FORD: Okay.

9 MS. CULLINGS: -- service --

10 MR. FORD: Okay.

11 MS. CULLINGS: -- yes. Now, you don't have to  
12 separate the cost of the salt. You -- that's a full service.

13 MR. FORD: Right. Okay.

14 MS. CULLINGS: Yeah. Uh-huh.

15 MR. FORD: Okay.

16 MS. CULLINGS: Now, I didn't tell you up front, but  
17 I'll come back to this right now. All of the MBEs must be found  
18 in the MDOT Directory. The directory is online and it's  
19 [www.mdot.state](http://www.mdot.state), written out, S-T-A-T-E.

20 MR. FORD: You got that written down?

21 MR. GEARHARDT: I'm trying.

22 MS. CULLINGS: [Laughed].

23 MR. GEARHARDT: I couldn't -- can you spin [phonetic]  
24 -- say it again, hon?

25 MS. CULLINGS: [www.mdot](http://www.mdot) -- Maryland Department of

1 Transportation -- .state -- S-T-A-T-E -- .md -- what is it, .us?

2 MS. GIBSON: .gov.

3 MS. CULLINGS: Dot -- well, maybe .gov, but .us. By

4 the time you get there, it's going to populate --

5 MR. FORD: It's going --

6 MS. CULLINGS: -- for you.

7 MR. FORD: -- to pop up before that.

8 MS. CULLINGS: Now you want to go to the directory

9 because you're going to get the home page. And the directory is

10 on the right -- left-hand side. It says "Minority Business

11 Directory." And when you get into the directory, you'll have

12 some options to check off services, or since you may not know

13 any one Cert number, and you may not have a NAIC code, so you

14 put in snow removal or trucking or what have you. And those

15 people will pop up. And they're certified all over the country.

16 So they're not just isolated. You can ask for just Maryland and

17 so on. You can ask for your areas of Maryland and -- and so on.

18 So that's where the dir -- firms will be certified.

19 There are six thousand (6,000) firms certified. I would say to

20 you, anyone who's not certified today are not likely to get

21 certified in time for you to respond to this particular

22 solicitation. We don't take pending firms, firms that, you

23 know, say --

24 MR. FORD: Right.

25 MS. CULLINGS: -- "Come on. I -- I got my paperwork

1 in." Yeah, they want business.

2 MR. FORD: Sure.

3 MS. CULLINGS: So you have to verify what you're  
4 pulling from the people with the directory. You can certainly  
5 ask them to send you verification that they are certified or you  
6 can check through the directory.

7 I'll give you a telephone number so that if you are  
8 trying to navigate the system and you're having difficulty, it's  
9 410-865-1269. And that is the phone number at MDOT. Whoever  
10 answers, just have them jump into what you have in mind. You  
11 may be trying to navigate the directory, or you may be trying to  
12 verify a company and you're not seeing it. Some people will  
13 give you their acronym company name but they actually certified  
14 in a full blown --

15 MR. FORD: Something else.

16 MS. CULLINGS: Right.

17 MR. FORD: Right.

18 MS. CULLINGS: So, you know, there are little things  
19 like that that could be helpful to you.

20 If we can be of any help, you know, in helping you to  
21 navigate, then certainly, call us last because that is their  
22 equipment, they can help better.

23 MR. FORD: Right.

24 MS. CULLINGS: And I would want you to not waste time  
25 but get to the source. So our number is 410-767-3944. And so

1 if you need assistance in trying to discern your MBE  
2 participation, then certainly give us a call.

3 All questions, technically and otherwise, certainly  
4 goes to the Procurement Officer. So you would only be calling  
5 us if you're trying to work on your waiver document or you're  
6 trying to thoroughly understand the best use of these firms that  
7 you've identified or if you have something of that nature that  
8 would be isolated to your company only.

9 When you are awarded, you will receive a notification  
10 that you will monthly send us a report that tells us who you  
11 have paid, your subs, by the 10th of the month, and they must do  
12 the same. And that's the way we monitor --

13 MR. FORD: A twenty-five percent (25%) --

14 MS. CULLINGS: -- the -- the goals. Right. And it's  
15 going to be very important because in the course of five (5)  
16 years, we're likely to go back to the Board for more money if we  
17 have a bad storm or any number of things could occur. The first  
18 thing they're going to ask is "What's the status of the MBE  
19 participation?" And that needs to look favorable, even though  
20 we know it's for the course of the five (5) years.

21 So we expect that if you're having any difficulty,  
22 please let me know. Your Project Managers want the work done.  
23 I won't say they don't care about the MBE, but that's really not  
24 their call. They want the work done. If --

25 MR. FORD: Right.

1 MS. CULLINGS: -- you're having an MBE problem,  
2 contact us directly.

3 MR. FORD: Well, I got Castle Trucking. I mean, that  
4 -- he is a minority contractor. I -- I've already talked to him  
5 before I came --

6 MS. CULLINGS: Sure.

7 MR. FORD: -- today. So I --

8 MS. CULLINGS: Okay. Very good.

9 MR. FORD: -- I'm --

10 MS. CULLINGS: But you never know, anybody --

11 MR. FORD: Right.

12 MS. CULLINGS: -- can let you down and --

13 MR. FORD: Oh, yeah.

14 MS. CULLINGS: -- and you have a problem.

15 MR. FORD: You'd better to have a couple lined up?

16 MS. CULLINGS: That's right. It's always good to.

17 Okay. So do you have any questions?

18 MR. FORD: No, ma'am.

19 MS. CULLINGS: Okay. Well, good luck to you. I think  
20 I've covered everything.

21 It is MBE. So let me back up. In the directory,  
22 you're going to find firms that are certified as MBE/DBE.  
23 That's fine to use them. You'll find some that are MBE only.  
24 But if you come across a firm that's DBE only, you can't use  
25 them for this particular solicitation. You will also see

1 companies that have the word "graduated" in front of a NAIC code  
2 and that means they graduated from just that service. But  
3 certainly they're still certified for other services. So you  
4 want to read and make sure that their profile is befitting to  
5 what you have them -- have in mind for them to do.

6 MR. GEARHARDT: I got a question and --

7 MS. CULLINGS: Sure.

8 MR. GEARHARDT: You -- they're -- they're certified.  
9 Now if we want to be -- and they're certified to do -- how do  
10 they become certified? Do they -- I mean, do you have to put  
11 paperwork in and is there --

12 MS. CULLINGS: Oh, definitely.

13 MR. GEARHARDT: I mean, but is there, like, a approval  
14 process, and how long does that -- that take to be actually --  
15 you generally speaking --

16 MS. CULLINGS: Lengthy.

17 MR. GEARHARDT: -- to be approved?

18 MS. CULLINGS: It's lengthy.

19 MR. GEARHARDT: Lengthy.

20 MS. CULLINGS: That's why I say whoever's not  
21 certified today, they're not going --

22 MR. FORD: Won't -- won't make it.

23 MS. CULLINGS: -- to make it --

24 MR. GEARHARDT: Won't make it.

25 MS. CULLINGS: -- for this deal.

1 MR. FORD: No.

2 MS. CULLINGS: While you're online fishing around with  
3 MDOT, you can download applications and take a look, see. But  
4 that's not going to meet this need.

5 MR. GEARHARDT: Right. I was just thinking --

6 MS. CULLINGS: Okay.

7 MR. GEARHARDT: -- further down.

8 MS. CULLINGS: Further down the road. Okay.

9 Now they're certified -- when you get in the  
10 directory, you're going to see their profile. And their profile  
11 is going to tell you what they're certified to do because they  
12 have provided evidence, and ample evidence, that they are in  
13 this type of business and they have all the particulars to  
14 warrant their certification, along with being fifty-one percent  
15 (51%) owner in control as an ethnic group and/or female. So  
16 there are criterias, there are dollar value criterias in terms  
17 of the dollar value of their gross sales. All of that plays a  
18 role in certification.

19 But what's important is what they have listed in the  
20 directory, not what they may tell you. Because if they don't go  
21 back to MDOT and expand their services, then it doesn't matter  
22 what they tell you; it's what's written because that's all  
23 they've been certified to do. We encourage them to always go  
24 back and expand their services as they're growing into other  
25 areas.



1           So we'll be looking at -- when your documents come  
2 back to my office, we will be looking at (1) the firm is  
3 certified, (2) are they certified to do a Commercial Useful  
4 Function as it relates to the specifications of the contract.  
5 So, that's what's key.

6           So you may see a company that's certified to do one  
7 thing, but you may say, "Look, it's really cold out there. I'm  
8 going to have you bring hot chocolate." Well, that's not in the  
9 contract that --

10           MR. FORD: Right.

11           MS. CULLINGS: -- we care for the folks that need hot  
12 chocolate.

13           MR. FORD: Right. Right. Right.

14           MS. CULLINGS: So that's what I mean by Commercial  
15 Useful Function.

16           MR. FORD: Now -- now this -- it says "with a three  
17 (3) yard bucket." Is that -- that's three (3) yard bucket memo  
18 --

19           MS. GIBSON: Okay. You're talking scope. We're not  
20 talking --

21           MS. CULLINGS: Yeah.

22           MS. GIBSON: -- scope now.

23           MS. CULLINGS: We haven't gotten there yet.

24           MR. FORD: Oh, okay. Okay.

25           MS. CULLINGS: I'm just trying to wrap --

1 MR. FORD: Okay.

2 MS. CULLINGS: -- this up. Any more questions?

3 MR. GEARHARDT: No, I'm good.

4 MS. CULLINGS: Okay. So feel free to contact us if  
5 you come across something.

6 All right. Thank you very much.

7 MS. GIBSON: Okay. Our next thing is Insurance  
8 Requirements. The MTA requires that the prime has \$5 million of  
9 coverage of insurance.

10 Living Wage Requirements. That's Attachment 11. I  
11 ask that you please read the Living Wage Requirements and fill  
12 out the Affidavit. And if you need additional information, you  
13 can go to the website, which is [www.dllr.maryland.gov.living](http://www.dllr.maryland.gov.living)  
14 [wage](http://www.dllr.maryland.gov.living).

15 And this particular contract is a Tier 1.

16 MS. CULLINGS: It wouldn't be in your MBE at all.  
17 This is in general, your own forces.

18 MR. FORD: Okay.

19 MS. CULLINGS: Yeah. It wouldn't be in that document.

20 MS. GIBSON: This IFB requires a Performance Bond that  
21 shall be equal to ten percent (10%) of the total five-year  
22 contract value. The Performance Bond shall be in the format  
23 specified in the IFB, and that's in Section 1 of your IFB.

24 Are there any questions?

25 MR. FORD: No, ma'am.

1 MS. GIBSON: Okay. Now the meeting is open for  
2 questions related to the Scope of Work. I ask that you please  
3 state your name and your firm clearly. I'd like to turn it over  
4 now to the Project Manager to go over the Scope of Work.

5 MR. BOWSER: Do you have the (indiscernible) --

6 MR. JENKINS: Oh.

7 MR. BOWSER: 'Cause you got the Scope of Work.

8 MR. JENKINS: I thought you had two copies.

9 MR. BOWSER: And that was the thing.

10 MR. JENKINS: I'm sorry. Sorry for writing on it.

11 MR. BOWSER: Good morning. Once again, my name is  
12 Eric Bowser. I will be the Project Manager. And I'm going to  
13 briefly go over the Scope of the Work.

14 The General Description of Work. The intent of this  
15 contract is to have a contractor on-call who can provide the  
16 administration with equipment required to clear roadway,  
17 parkways areas, vehicles entrances, Metro stations entrances,  
18 walkways, exterior stairs, sidewalks before, during and after a  
19 snowstorm. The public safety and well -- and well-being is our  
20 greatest concern, and the contractor needs to respond  
21 accordingly.

22 Snow Removal. Contractor shall furnish all necessary  
23 labor, equipment and supervision as specified for clearing,  
24 removal of snow and/or ice from sidewalks, walkways, exterior  
25 stairs, roadways, parking areas, vehicle entrances and Metro

1 Station entrances for the Maryland Transit Administration Metro  
2 Stations.

3 The MTA may call a contractor in for service at the  
4 discretion of MTA Project Manager or designee.

5 Contractor's failure to make site inspections prior to  
6 bid will be at their own risk.

7 Ice Removal. De-icing is a process of removing ice --  
8 snow and ice before, during and after a -- a storm. Sodium  
9 chloride is the de-icing chemical compound referenced in MTA  
10 Metro. At no time will other chloride compounds be used without  
11 express authority of MTA management.

12 Sodium chloride will not be used until temperatures  
13 are below thirty-eight degrees (38°) Fahrenheit.

14 If you're following along, these are the lists of the  
15 stations. And I may have to explain part of this contract in  
16 reference to two of the Metro stations as we proceed through.  
17 And the list of the stations are Owings Mills, Old Court,  
18 Milford Mill, Reisterstown Plaza, Rogers Avenue, West Cold  
19 Spring. Those six (6) stations are aerial stations. They are  
20 above ground.

21 Underground stations are Mondawmin, Penn North, Upton  
22 Station, State Center, Lexington Market, Charles Center, Shot  
23 Tower and Johns Hopkins. Those are all underground. So there's  
24 eight (8) underground stations and six (6) above ground  
25 stations.

1 MR. FORD: What -- what -- can you tell me what page  
2 you're on?

3 MR. JENKINS: Page 2 of --

4 MR. BOWSER: Page 2 of Section 2.

5 MS. GIBSON: Section 2.

6 MR. FORD: Gotcha.

7 MR. BOWSER: Okay. Well, those -- those are the list  
8 of the stations and their addresses. We've also listed on the  
9 Metro stations for front-end loader, bucket size, and that's  
10 Owings Mills, Milford Mill, Reisterstown Plaza and Rogers  
11 Avenue.

12 At Owings Mills, that will be one loader, minimum  
13 three (3) yard or larger. Milford Mill will be two loaders,  
14 minimum of three (3) yards or larger. Reisterstown Plaza will  
15 be one loader, minimum three (3) yards or larger. And Rogers  
16 Avenue would also have two loaders, a minimum of three (3) yards  
17 or larger.

18 Metro Line Stations. Metro Stations from Owings Mills  
19 to Johns Hopkins and Metro facilities, Metro Operation Control  
20 Center Facilities, 301 North Utah Street, including Lexington  
21 Market east and west entrances.

22 And what's -- what's that saying is some of the Metro  
23 stations have more than one entrance. Some of them only have  
24 one, some have two. Johns Hopkins and Shot Tower have two  
25 entrances. And we'll talk about that as I go through.

1           Provide sufficient equipment such as shovels,  
2 scrapers, squeegees, etcetera, necessary to remove snow and ice  
3 from Metro station entrances, walkways, exterior stairs,  
4 sidewalks within a three (3) hour period.

5           The MTA will supply the icing material as directed by  
6 the MTA Project Manager or designee.

7           Two special locations, and that's Johns Hopkins and  
8 Shot Tower. These two stations will be fully the responsibility  
9 of the contractor, where the other stations will be as-needed.  
10 So when it snows or if there's a snow or there's a storm, it  
11 will be the responsibility of the contractor to report there,  
12 inspect it and -- and call and say, "Hey, do you want me to  
13 check it out?" But, it will be fully your responsibility to  
14 take care of that Metro station.

15           MR. FORD: You will not get a call on either one of  
16 these two. The other ones --

17           MR. BOWSER: Oh, yeah.

18           MR. FORD: -- you will get a call.

19           MR. BOWSER: Well, we'll call you either way, majority  
20 of the time. But as you -- as it progress, if you're awarded,  
21 you'll know that that's something you need to do. But you --  
22 you -- it'll be back and forth, you'll call me or I'll call you.

23           MR. FORD: Okay.

24           MR. BOWSER: The -- the address to Johns Hopkins, the  
25 north entrance is 706 North Broadway. South entrance, 600 North

1 Broadway. Shot Tower Metro Station, north and south entrances,  
2 these both have two entrances -- 729 East Baltimore. The  
3 entrances are probably six hundred (600) feet from each other.

4 Contractor will pass -- excuse me -- the contractor  
5 will provide sufficient equipment such as snow blowers, salt  
6 spreaders, shovels, scrapers, squeegees, etcetera, as necessary  
7 to remove ice/snow from Metro station entrances, walkways,  
8 exterior stairs and sidewalks within a three (3) hour period.

9 Johns Hopkins and Shot Tower Stations' north entrances  
10 shall be maintained from 5:00 a.m. to 12:00 midnight.

11 And basically, that's the hours of operation. The  
12 weekends change a little bit, but we'll want to make sure in --  
13 in snow removal for Metro, well, once it's cleared, that may not  
14 be enough, it may have to be continuously maintained throughout  
15 the entire day so that people don't slip and fall on the way in.

16 Rubber edges must be used on plow servicing sidewalks,  
17 walkways and exterior stairs.

18 Time Services to Be Rendered and Compensation  
19 Notifications. This is (a), the MTA will notify contractor by  
20 telephone at least two (2) hours prior to -- prior to when  
21 services are needed. The MTA will instruct the contractor which  
22 Metro stations facilities are to have snow and ice cleared  
23 and/or removed. The contractor shall supply equipment  
24 operators, foremen, supervisors for Metro parking area.

25 The contractor shall supply, in addition, ten (10)

1 laborers with a foreman supervisor for all the locations other  
2 than Johns Hopkins and Shot Tower Stations. And that's when we  
3 -- that's as needed. That's as needed. And what -- it wouldn't  
4 be every time, but a big storm, we would request at least -- at  
5 -- well, ten (10) laborers, sometimes more. [Laughed].

6 MR. JENKINS: [Laughed].

7 MR. FORD: Like last winter.

8 MR. BOWSER: Yeah, last winter we could not -- we  
9 couldn't catch up. [Laughed].

10 The contractor workforces including foreman  
11 supervisor, will report to the Old Court Maintenance facility,  
12 which is 4380 Old Court Road, Baltimore, Maryland 21208.

13 The MTA will escort the contractor to their assigned  
14 locations unless otherwise directed. Once the contractor has  
15 been notified, the equipment workforce to remain onsite unless  
16 otherwise directed by MTA.

17 If the roadways, parking areas and vehicle entrances  
18 are not clear by 7:00 a.m., the MTA reserves the right to stop  
19 the snow/ice removal operation. The MTA reserves the right to  
20 have this contractor deployed to other properties should the  
21 need arise before being released. The contractor shall contact  
22 the MTA -- I mean, contact the Project Manager or designee  
23 before departing MTA property.

24 Compensation. The contractor will be compensated for  
25 travel time at a maximum of one hour. The contractor will be



1 compensated for mobilization of each piece of equipment one time  
2 per season. In the event of equipment failure, the contractor  
3 will attempt to replace or repair the equipment promptly. The  
4 MTA shall not be liable for the time the equipment is out of  
5 service.

6           Should a replacement be required, the hourly rate --  
7 the hourly rate will not start until the equipment arrives and  
8 is in service at the required location. All charges, hours for  
9 service provided will be verified and signed for by the MTA  
10 authorized personnel.

11           Copies of the signed time work tickets shall accompany  
12 all corresponding invoices within forty (40) hours after the  
13 event. I know it might seem kind of soon, but we kind of need  
14 that quick turnaround because we have to turn in invoices in  
15 three days.

16           General Indemnity. The contractor shall indemnify and  
17 save harmless the MTA and its officers, agents and employees  
18 from any and all claims, demands, suits, loss, damages, injury  
19 and liability, including cost and expenses incurred in  
20 connection, therewith, however caused, resulting from, arising  
21 out of the contract, including delivery, transporting, loading,  
22 unloading and use of equipment and/or supplies.

23           The contractor shall, in addition, take all reasonable  
24 precautions to protect MTA property during the performance of  
25 the contract, but shall not be held liable for minor or

1 inconsequential damages that may occur. The MTA assumes no  
2 responsibility what -- whatever for damages to privately owned  
3 vehicles on MTA's property, and such damage that occurs shall be  
4 solely be between the contractor and the vehicle's owner.

5 Duration of Contract. The contract duration shall be  
6 five (5) years from Notice to Proceed.

7 Method of Payment. Payment for snow/ice removal shall  
8 be made at the unit -- at the unit price specified in the Price  
9 Schedule for the quantity units furnished.

10 Submittal. Invoices shall be submitted to the Project  
11 Manager within forty-eight (48) hours of the event. Invoices  
12 shall actively reflect the work that has been performed and  
13 accepted. Invoices shall include the contractor federal  
14 identification number, name, title and signature of the  
15 contractor's representative who has complete authority to  
16 represent and act on behalf of the contractor. Contractor shall  
17 submit all invoices in electronic format acceptable to the -- to  
18 the Project Manager.

19 And that's my address, which is Eric Bowser. I'm  
20 located at 4380 Old Court Road, Pikesville, Maryland 21208.  
21 Phone number is 410-454-1809, and the fax number is 410-454-  
22 1810.

23 Additional Metro Contacts. Information regarding  
24 roadways, parking areas and vehicle entrances will be referred  
25 to Mr. Gary Hall who is with Maintenance of Way. His number is

1 410-454-18 -- it's actually 1817. It says 1818 here. Please  
2 make that correction. And, of course, myself, which is 410-454-  
3 1809.

4 Metro Incident Command Center is also located at the  
5 Old Court Maintenance Facility, which is 4380 Old Court Road,  
6 Pikesville. Once advised of MICC operation, all communication  
7 shall be directed to the Metro Incident Command Center.

8 Any questions?

9 MR. FORD: Now you along there said that -- do you  
10 supply the salt for some of them or -- or we supply it for all  
11 of them?

12 MR. BOWSER: No. We sup -- we supply the salt. Now  
13 picking up salt, if you're going to pick up salt, we will tell  
14 you where you could go to pick it up. But for the most part, we  
15 provide bags of salt.

16 MR. FORD: For all the locations?

17 MR. BOWSER: Right. For all locations. They're all -  
18 - usually, they will already be on location.

19 MR. FORD: And -- and will -- will it come by bulk for  
20 the big trucks or we put everything down with -- we --  
21 everything will come bagged?

22 MR. BOWSER: The bulk trucks, when it's -- you're  
23 going to pick it up in bulk in the trucks, we'll direct you  
24 where to pick it up. We'll direct you where to go.

25 MR. FORD: So we can use bulk -- we can use the trucks

1 with the salt spreaders plus we can use the small spreaders for  
2 the sidewalks and the steps?

3 MR. BOWSER: Correct.

4 MR. FORD: But you supply one hundred percent (100%)  
5 for all locations?

6 MR. BOWSER: For the most part.

7 MR. FORD: Okay.

8 MR. BOWSER: For the most part. Yeah.

9 MR. JENKINS: [Laughed].

10 MR. BOWSER: When awarded NTP, you know, and -- and  
11 you've been around a while, we'll, you know, things can be  
12 amended.

13 MR. FORD: Okay. Now the equipment that you're  
14 requiring, you said everything goes to the one facility at the  
15 maintenance place, then you dispatch us where you want us to go?

16 MR. BOWSER: For the -- for the most part, that's the  
17 meeting place, but more than likely, what's really going to  
18 happen is you're going to get a call and you're going to be  
19 directed where to go. The -- now, in the instances where we  
20 need additional personnel, that personnel will report to 40 --  
21 4380 Old Court or the Old Court Maintenance Facility.

22 MR. FORD: Okay.

23 MR. BOWSER: And they'll be disseminated as needed.

24 MR. FORD: And do you have a place there to store the  
25 equipment if we get --

1 MR. BOWSER: Yes.

2 MR. FORD: -- back to back storms, we can store our  
3 equipment in the yard?

4 MR. BOWSER: No. But we can usually work something  
5 out because usually we'll let you know two hours ahead of time.  
6 We're going to let you know that we need additional services.  
7 So if you need to put trucks there, we probably can make  
8 arrangements and we'll have to work that out.

9 MR. FORD: Okay.

10 MR. BOWSER: That was an unforeseen.

11 MR. FORD: Okay.

12 MR. JENKINS: Sir, I just want to clear something up.  
13 Are you talking about the loaders as well?

14 MR. FORD: Yes.

15 MR. BOWSER: Yeah. The loaders --

16 MR. JENKINS: -- The loaders, we can store.

17 MR. FORD: You can store it?

18 MR. JENKINS: Yes.

19 MR. FORD: That's a lot of trav -- if we get three  
20 storms in one week, that's a lot --

21 MR. JENKINS: We can -- we can store them for the  
22 season if we -- if --

23 MR. FORD: Oh, that's --

24 MR. JENKINS: Yeah.

25 MR. FORD: -- that's all -- yeah. Okay.

1 MR. BOWSER: It's the additional stuff, if we all --

2 MR. GEARHARDT: Like trailers, trucks and --

3 MR. BOWSER: -- all of a sudden said --

4 MR. FORD: No.

5 MR. BOWSER: -- "Man, we need you to bring in some

6 things" --

7 MR. FORD: No.

8 MR. BOWSER: -- we might not have room for them.

9 MR. FORD: Mostly, just be the loaders.

10 MR. JENKINS: Right.

11 MR. BOWSER: Right.

12 MR. JENKINS: The loaders, we can store for you.

13 MR. FORD: Okay.

14 MR. BOWSER: Where those locations that I was pointing

15 out. Yeah. They can stay there all year round -- Owings Mills,

16 Milford Mills, Reisterstown Plaza --

17 MR. FORD: Oh --

18 MR. BOWSER: Rodgers.

19 MR. FORD: -- we can keep them right there?

20 MR. BOWSER: Yeah. You can leave them there or --

21 MR. FORD: Okay.

22 MR. BOWSER: -- for the whole five months.

23 MR. FORD: Okay.

24 MR. BOWSER: Or longer if the season --

25 MR. FORD: If we --

1 MR. BOWSER: -- don't quit --

2 MR. FORD: Right. Okay.

3 MR. BOWSER: -- like it should [laughed].

4 MR. GEARHARDT: Is he saying we can keep the loaders  
5 at each location?

6 MR. FORD: Yeah.

7 MR. GEARHARDT: Okay. That's what I thought.

8 MR. BOWSER: Any other questions?

9 MR. FORD: No. In this -- well, I guess I do have  
10 another question on this sheet.

11 MR. BOWSER: That would be --

12 MS. GIBSON: -- The Bid packet.

13 MR. BOWSER: -- the Bid packet?

14 MR. FORD: Right. 4 of 17, where you got the quantity  
15 six (6). That is six loaders with three yard buckets?

16 MR. JENKINS: Yes.

17 MR. BOWSER: Yes. That's the one, if you turn to the  
18 -- if you turn to Section 2, 2 of 6 --

19 MS. GIBSON: That's in your Scope of Work.

20 MR. BOWSER: -- in your Scope of Work.

21 MR. FORD: Oh. It's back over here.

22 MR. BOWSER: Uh-huh.

23 MR. FORD: I had it once.

24 MR. BOWSER: Okay. That --

25 MR. FORD: Right there.

1 MR. BOWSER: Yeah. See your loaders? You're going to  
2 put one. That adds up to six.

3 MR. FORD: Oh. I gotcha. Okay. Right.

4 MR. BOWSER: Okay?

5 MR. FORD: Gotcha. Then somewhere along the line, I  
6 read that we need the trucks and all. And that's additional,  
7 correct?

8 MR. JENKINS: That's correct. If we have something  
9 major and we needed you to support us, we -- we'd have -- we'd  
10 ask you to provide those in --

11 MR. FORD: But for the ninety percent (90%) of the big  
12 stuff, the loaders, the lots, then we -- we need shovels and  
13 squeegees and -- for the sidewalks. And there are sidewalks and  
14 steps at each location?

15 MR. BOWSER: Correct.

16 MR. FORD: And this other is in case of an emergency,  
17 additional equipment?

18 MR. JENKINS: Right.

19 MR. FORD: Gotcha. And we're filling each year out,  
20 not just one year, all five years?

21 MR. BOWSER: All five years.

22 MR. FORDS: And there is a -- if all five years are  
23 the same, or is there a -- is there an increase each year or we  
24 have to do that our self?

25 MR. JENKINS: That's a --



1 MR. BOWSER: That will be on -- that will be your  
2 call.

3 MS. GIBSON: You'd have to request it, yeah.

4 MR. FORD: Okay.

5 MR. BOWSER: That's your call.

6 MR. FORD: Okay. And we can either bid on all of  
7 them? When you award this, your bid -- you're going to award  
8 all of them to one contractor or --

9 MR. BOWSER: All -- it's all going to be done --

10 MR. GIBSON: All to one.

11 MR. BOWSER: -- by one contractor.

12 MR. FORD: All -- okay. That's --

13 MR. BOWSER: If you choose to sub, that's on the end.

14 MR. FORD: Right. Okay.

15 MR. BOWSER: 'Cause that happens a lot.

16 MR. FORD: Right. You've got it.

17 MR. JENKINS: You do understand, though, at Johns  
18 Hopkins and Shot Tower, that's your responsibility 20 -

19 MR. BOWSER: Every.

20 MR. JENKINS: -- every potentials due to storm?

21 MR. FORD: On our own?

22 MR. JENKINS: Yes.

23 MR. BOWSER: Yes.

24 MR. FORD: That's -- that's here too, right?

25 MR. JENKINS: Yeah.

1 MR. BOWSER: Yes.

2 MR. FORD: It's only four (4) places total.

3 MR. GEARHARDT: No. You've got six above ground and  
4 eight -- there's a total of six --

5 MR. FORD: A total of 14 places?

6 MR. GEARHARDT: Yeah.

7 MR. BOWSER: A total of 14 places, correct.

8 MR. FORD: But the --

9 MR. JENKINS: Shot Tower and Johns --

10 MR. BOWSER: Shot Tower and Johns Hopkins is --

11 MR. GEARHARDT: Yeah. I saw it somewhere.

12 MR. BOWSER: -- full responsibility.

13 MR. GEARHARDT: As far as the supplying calcium --

14 MR. BOWSER: Right.

15 MR. GEARHARDT: -- labor forces and all that.

16 MR. BOWSER: Let me -- let me try to make some  
17 clarities --

18 MR. JENKINS: After that, we still --

19 MR. BOWSER: -- MTA -- MTA have personnel that we  
20 clear -- we clear lots and -- as well -- MOW and Facilities  
21 Maintenance, but because we don't have sufficient personnel and  
22 equipment, we're contracting a portion of it out. So that's  
23 where you come in. Shot Tower and Johns Hopkins is your full  
24 responsibility. And MTA takes care of the rest of them with  
25 your help.

1 MR. FORD: Oh, I gotcha. I gotcha. I gotcha.

2 MR. BOWSER: Right.

3 MR. GEARHARDT: Okay. So those locations, we do.

4 We're -- we're --

5 MR. FORD: On our own.

6 MR. GEARHARDT: -- responsible for everything --

7 MR. BOWSER: Correct.

8 MR. GEARHARDT: -- and then as we go to these other  
9 locations you'll have a man there that kind of coordinate what  
10 they need us to do?

11 MR. FORD: And there'll be push --

12 MR. JENKINS: That's correct. Except for salt.

13 MR. BOWSER: Yes.

14 MR. GEARHARDT: Except for salt.

15 MR. BOWSER: Except for salt.

16 MR. JENKINS: We -- we still give -- we provide salt.

17 MR. GEARHARDT: Okay.

18 MR. FORD: Can you tell me what page that -- that --  
19 that was on, the John Hopkins and the --

20 MS. GIBSON: I might have --

21 MR. BOWSER: It was -- oh.

22 MR. FORD: I'm trying not to get them mixed up.

23 MR. BOWSER: If you turn to 3 of 6, Metro Special --  
24 Special Metro Locations.

25 MR. FORD: Section 3?

1 MR. BOWSER: Page 3 of 6, Section 2 in the Scope of  
2 Work.

3 MR. FORD: Section 2? My eyes are running together  
4 now. I don't have my glasses. Section 2?

5 MR. BOWSER: Yeah.

6 MR. GEARHARDT: Section 2, 3 of 6.

7 MR. FORD: I got it right here. My eyes are getting  
8 bad.

9 MR. GEARHARDT: Right here is where he's talking  
10 about. These are -- we do these --

11 MR. FORD: The Johns Hopkins and the Short (sic)  
12 Tower.

13 MR. GEARHARDT: Shot Tower.

14 MR. BOWSER: Shot Tower.

15 MR. GEARHARDT: We -- we do everything.

16 MR. FORD: All right.

17 MR. GEARHARDT: The rest of them, we support.  
18 Correct?

19 MR. BOWSER: Yes.

20 MR. GEARHARDT: Okay.

21 MR. FORD: All right. So that's the two I want to  
22 ride to now.

23 MR. BOWSER: Yes.

24 MR. FORD: The rest of them, we have help?

25 MR. BOWSER: Correct.

1 MR. FORD: And the addresses are here. Here, you put  
2 it all back together.

3 MR. GEARHARDT: [Sighs].

4 MR. BOWSER: [Laughed].

5 MR. FORD: And you can see it.

6 MR. GEARHARDT: [Laughed]. I mean, this is all  
7 together.

8 MR. FORD: My eyes, I didn't bring my -- I left my  
9 glasses --

10 MS. CULLINGS: May I have the MBE documents back? You  
11 will get them the proper way with a met -- with a notation at  
12 the bottom of what contract it is.

13 MR. FORD: Will you e-mail it to me direct or I'll  
14 have to get back on the bid?

15 MS. GIBSON: You have to go on the website.

16 MR. CULLINGS: You have to go on the website.

17 MR. FORD: And when -- when will I be expecting that?

18 MS. CULLINGS: You'll be getting an addendum with this  
19 in it, so whenever the Procurement Officer --

20 MS. GIBSON: You have --

21 MS. CULLINGS: -- do you have anything?

22 MS. GIBSON: -- from now until August -- I'm sorry,  
23 'til July --

24 MR. CULLINGS: Company name.

25 MS. GIBSON: -- 8th. The 8th.

1 MR. FORD: So the 8th? So when do you think you'll  
2 have it posted?

3 MS. GIBSON: Probably by around the 8th or after that.

4 MR. FORD: Oh, after July 8th?

5 MS. GIBSON: Mm-hmm, around July 8th.

6 MR. FORD: And the bid is due on the --

7 MS. GIBSON: 15th.

8 MR. FORD: July 15th.

9 MS. GIBSON: It may be sooner.

10 MR. FORD: I don't mind calling you.

11 [Laughter]

12 MS. GIBSON: Do you have any other questions?

13 MR. FORD: No, ma'am.

14 MS. GIBSON: Okay. Just a reminder that the questions  
15 are due Tuesday, July 8th by 4:00 p.m., if you have additional  
16 questions. Bids are due **Tuesday, July 15th, no later than 2:00**  
17 **p.m.** It's a public bid opening. It will be held on this floor  
18 in Room 742. And if there's no more questions --

19 MS. CULLINGS: Thank you.

20 MR. FORD: What -- what day -- what day is the bid  
21 open?

22 MS. GIBSON: The bid open is July 15th.

23 MR. FORD: Right.

24 MS. GIBSON: No later than 2:00 p.m. It's a public  
25 bid opening and it's in Room 742, on the 7th Floor.

1 MR. JENKINS: The clock for record is outside the  
2 office.

3 MR. FORD: And the bid's due -- they're going to open  
4 them at 2:00?

5 MS. GIBSON: Yes. I will open at 2:00.

6 MR. FORD: So we bring the bid with us and get here --

7 MS. GIBSON: You have to have your bid in the bid box  
8 before two o'clock. If it's two o'clock, no bids --

9 MR. GEARHARDT: Before --

10 MS. GIBSON: -- will be accepted.

11 MR. GEARHARDT: -- before two o'clock.

12 MR. FORD: So we hand it to you at 1:30 on the 15th,  
13 and we wait here a half hour and open them, that's okay?

14 MS. GIBSON: Mm-hmm. Yeah, you can do that.

15 MR. GEARHARDT: Okay.

16 MS. GIBSON: Yeah.

17 MR. GEARHARDT: That's -- that's all I want.

18 MS. GIBSON: You will hand it to someone who will put  
19 it in a bid box. That's what they will do.

20 MR. FORD: That ain't as bad as I thought it was going  
21 to be.

22 MS. GIBSON: Okay. Any other questions?

23 [Laughter]

24 MR. FORD: No, ma'am.

25 MS. GIBSON: Okay. Well, I thank you for coming.

1 MR. FORD: Thank you.

2 MS. GIBSON: Have a great day.

3 MR. FORD: You too.

4 MR. GEARHARDT: You all have a good one.

5 MR. BOWSER: Thanks, appreciate it.

6 (At time 10:51 a.m., the Pre-Bid Meeting was concluded.)

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**CERTIFICATE OF TRANSCRIBER**

I, Jahn Pulliam, hereby certify that the Maryland Department of Transportation, Maryland Transit Administration Pre-Bid Conference for Contract No. T-8000-0452 held at 6 Saint Paul Street in Baltimore, Maryland on June 30, 2014 was recorded by means of electronic sound recording.

I further certify that, to the best of my knowledge, the foregoing pages represent a complete and accurate transcript of the electronic sound recording of the conference as transcribed by me.

I further certify that I am neither an employee of MTA nor relative to any party, herein, and that I have no interest in the outcome of this Solicitation and subsequent award.

In witness whereof, I have affixed my signature this 7th day of July, 2014.

By:



Jahn Pulliam  
Transcriber